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LAW OFFICES OF  
**LOUIS E. GITOMER**

## SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER  
LOU\_GITOMER@VERIZON.NETTHE ADAMS BUILDING, SUITE 411  
600 BALTIMORE AVENUE  
TOWSON, MARYLAND 21204 4022  
(410) 456-6532  
FAX (410) 332-0885

March 19, 2010

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Loan Subordination Agreement, a secondary document, dated as of March 18, 2010. The primary document to which this is connected is recorded under Recordation No. 27333. We request that one copy of this document be recorded under Recordation No. 27333-C.

The names and addresses of the parties to the Memorandum of Loan Subordination Agreement are:

## Security Agent:

Plainfield Direct, Inc., as successor in interest to Plainfield Offshore Holdings XI  
Inc.  
55 Railroad Avenue  
Greenwich, CT 06830

## Secured Party:

Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263

A description of the equipment covered by the Memorandum of Loan Subordination Agreement consists of all railroad equipment now owned or hereafter acquired by the Utah Central Railway Company.

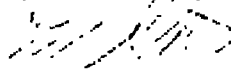
Ms. Cynthia T. Brown  
March 19, 2010  
Page 2

A fee of \$41.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer  
600 Baltimore Avenue  
Suite 301  
Towson, MD 21204  
[Lou\\_Gitomer@verizon.net](mailto:Lou_Gitomer@verizon.net)

A short summary of the document to appear in the index follows: a Memorandum of Loan Subordination Agreement between Plainfield Direct, Inc., as successor in interest to Plainfield Offshore Holdings XI Inc., 55 Railroad Avenue, Greenwich, CT 06830, and Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering all railroad equipment now owned or hereafter acquired by the Utah Central Railway Company

Very Truly Yours,



Louis E. Gitomer

Enclosure

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## SURFACE TRANSFORMATION BOARD

## MEMORANDUM OF LOAN SUBORDINATION AGREEMENT

This Memorandum of Loan Subordination Agreement dated as of March 3, 2010, is by and between Plainfield Direct Inc., as successor in interest to Plainfield Offshore Holdings XI Inc. ("Plainfield"), as Security Agent, and Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation ("Fifth Third Bank").

1. Plainfield and Fifth Third Bank have entered into that certain Loan Subordination Agreement (the "Loan Subordination Agreement") dated as of March 4, 2010.


2. Pursuant to the Loan Subordination Agreement, the security interests held by Plainfield in certain Collateral, including those security interests held by Plainfield under the Subordinated Security Document listed on Exhibit A attached hereto, are subordinated to the liens on such Collateral securing certain obligations of Borrower under that certain Loan and Security Agreement dated as of March 4, 2010, among Borrower and Fifth Third Bank.

3. The terms defined in the Loan Subordination Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for in the Loan Subordination Agreement.

4. This document may be signed in any number of counterparts, each of which shall be an original and all of which shall be a part of this Memorandum of Loan Subordination Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Loan Subordination Agreement to be executed by its duly authorized officer as of the date first written above.

**Fifth Third Bank**

By:   
Name: Craig Schuth  
Title: Vice President  
Fifth Third Bank

**Plainfield Direct Inc.,**  
as Security Agent

By  
Name  
Title

## MEMORANDUM OF LOAN SUBORDINATION AGREEMENT

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1. Plainfield and Fifth Third Bank have entered into that certain Loan Subordination Agreement (the "Loan Subordination Agreement") dated as of March 4, 2010.

2. Pursuant to the Loan Subordination Agreement, the security interests held by Plainfield in certain Collateral, including those security interests held by Plainfield under the Subordinated Security Document listed on Exhibit A attached hereto, are subordinated to the liens on such Collateral securing certain obligations of Borrower under that certain Loan and Security Agreement dated as of March 4, 2010, among Borrower and Fifth Third Bank.

3. The terms defined in the Loan Subordination Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for in the Loan Subordination Agreement.


4. This document may be signed in any number of counterparts, each of which shall be an original and all of which shall be a part of this Memorandum of Loan Subordination Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Loan Subordination Agreement to be executed by its duly authorized officer as of the date first written above.

**Fifth Third Bank**

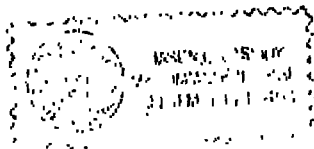
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plainfield Direct Inc.,  
as Security Agent**

By:  \_\_\_\_\_  
Name: Thomas X. Fitch  
Title: Authorized Representative

State of Illinois ) ss.:  
County of Cook

On the 31<sup>st</sup> day of October in the year 2010, before me, Sharon C. [Signature], the undersigned Notary Public, personally appeared [Signature] Sub-Title, personally known to me to be the person who executed the within instrument as [Signature] [Signature] on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



Notary Public for

My Commission expires

MEMORANDUM OF SUBORDINATION  
AGREEMENT

State of \_\_\_\_\_ )  
 ) ss.:  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2010, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission expires \_\_\_\_\_

MEMORANDUM OF SUBORDINATION  
AGREEMENT

Exhibit A

**SUBORDINATED SECURITY DOCUMENTS**

- 1 Security Agreement dated December 31, 2007, between Plainfield, as Security Agent, and Utah Central Railway Company, as Security Provider, pursuant to which the Security Provider grants to Plainfield a continuing security interest in, among other property, all now owned or hereafter acquired right, title or interest in maintenance equipment on wheels, locomotives, rail cars, and other rolling stock, as well as rolling stock accessories intended for a use related to interstate commerce, with certain exceptions, as originally recorded by that certain Memorandum of Security Agreement under Recordation No. 27333 on January 2, 2008.